



REQUEST FOR PROPOSAL (RFP)

January 12, 2010

RFP NUMBER: RFP No. 0105-10-FRS

RFP SUBJECT: FINANCIAL RATE STUDY

PROPOSALS SHOULD BE SUBMITTED TO: Purchasing Office / City Of Falls Church
300 Park Avenue, Rm 300 East
Falls Church, Virginia 22046 / Phone(703) 248-5007

All inquiries should be made in writing and forwarded to Faye Smith, Purchasing Manager, via email to fsmith@fallschurchva.gov with copy to jtuohy@fallschurchva.gov by no later than five (5) business days prior to the RFP due date.

SEALED PROPOSALS

DUE DATE AND TIME: February 11, 2010 at 11:00 a.m. Prevailing local time
Proposals are to be presented for time and date validation **ONLY to the City of Falls Church Purchasing Office.**
There will be no public opening of the Proposals.

All questions must be received in writing by no later five (5) business days before Proposal Due Date.

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THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSAL

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

Please type or legibly print all information.

LEGAL NAME & ADDRESS OF FIRM:

Company Name

By: _____
Authorized Representative - Signature in Ink

Name:

Title:

Zip: _____ Date _____

Phone: _____ FAX: _____

Email: _____ VA Business Registration # _____

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. This document will be made available in alternate format upon request. Call 703 248-5007, (TTY 711).

The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**RFP No. 0105-10-FRS
FINANCIAL RATE STUDY**

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I. GENERAL

- A. ACCESS TO RFP UPDATES: This RFP and any addenda are available on the City of Falls Church's website: **www.fallschurchva.gov**. The **Purchasing & Procurement** link which contains RFP/Bid information is listed in the Popular Topics Section on the home page. This solicitation and any associated addenda may also be published through eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (**<http://eva.virginia.gov>**).
- B. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the RFP. **Offerors are solely responsible for checking the Website to insure that they have the most current information regarding the RFP.**
- C. All addenda must be signed and submitted with your proposal.
- D. Any questions pertaining to this solicitation must (1) be in writing, (2) received by no later than five (5) business days prior to the RFP closing date and (3) be directed only to:
Faye Smith, Purchasing Manager
The City of Falls Church
300 Park Ave, Falls Church, VA 22046
fsmith@fallschurchva.gov / Phone: 703.248.5007
with a copy to jtuohy@fallschurchva.gov
- E. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- F. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- G. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All qualified offerors are encouraged to submit proposals. The City of Falls Church reserves the right to reject any or all proposals submitted, to withdraw or re-advertise this RFP. This is a request for proposal and is in no way to be misconstrued as a commitment to purchase on the part of the City.
- H. The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability call 703 248-5007, (TTY 711).

II. SCOPE OF WORK and BACKGROUND

- A. City of Falls Church ("City"), Virginia is soliciting proposals from qualified Offerors to provide cost of service analysis and propose rate and fee schedule design or adjustments to the existing rates and fees as needed for its public water and wastewater utility services. Related financial services include, but are not limited to, debt feasibility, financial analysis of master plan and capital improvement plan updates and cost allocation analysis of new or existing service types.
- B. See Exhibit A "Scope of Work, Background and Project Specifications" for details.

III. CONTRACT PERIOD AND RENEWAL OPTIONS

- A. The proposed contract shall cover the target period of six (6) months from date of award.

IV. CONTRACT DOCUMENTS

- A. This solicitation including all attachments, exhibits and/or appendices hereto shall become a part of any contract that may be awarded inclusive of any the terms, conditions and/or

provisions that may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations.

- B. Other documents which shall become a part of any resultant contract include but are not limited to:
1. RFP Addenda/Amendments
 2. Offeror's Proposal
 3. Proposal clarifications; Responses to questions/issues.
 4. Documents submitted in conjunction with oral discussions/presentations.
 5. Memoranda of Negotiations

V. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

Unless otherwise specified, any quantities detailed in this solicitation are estimates only, and are given for the information of offerors.

VI. PROPOSAL PREPARATION

A. GENERAL

1. Proposals must be signed by an authorized representative of the offeror. All information requested must be submitted. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion. Each copy of the proposal should be bound in a single volume. Proposal contents shall be arranged in the same order and identified with headings as presented herein. The City encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides
2. No Contact Policy: No Offeror shall initiate or otherwise have contact with any City representative or employee, other than the Purchasing Manager related to this RFP, after the date and time established for receipt of proposals and before award or cancellation of this RFP. Any contact initiated by an Offeror with any City representative, other than the Purchasing Manager, concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.
3. The City will not consider information other than the materials provided in a duly submitted proposal and/or subsequent interviews for proposal evaluation purposes.
4. If an Offeror has any objections to any of the terms or conditions set forth in this RFP or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP in the "Exceptions" section of their proposal. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained herein. Other terms and conditions, if necessary, will be negotiated with the successful Offeror
5. Ownership of Material: Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
6. Trade Secrets or proprietary information
 - a. Trade secrets or proprietary information submitted by an offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; **however, the offeror must invoke the protection of such section(s) upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).**

- b. Any proprietary or trade secret material submitted must be clearly identified by some distinct method such as highlighting/underlining or submitted in a separate and clearly labeled section. In addition, the offeror must (i) indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information and (ii) clearly state the justifiable reason why protection is necessary. Classification of an entire proposal document and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- c. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not clearly identified or contained in a separate section labeled proprietary shall be public information.
- d. The Title Sheet or Company/Executive Overview must indicate that the proposal contains proprietary or trade secret material or information and the location thereof.

Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

- 7. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Evaluation Committee. This will provide an opportunity for the offeror to clarify or elaborate on the proposal, but will in no way change the original proposal. The City's Purchasing Manager will schedule the date, time and location of these presentations. Oral presentations are an option and may not be conducted. Therefore, proposals should be comprehensive and complete.

B. SPECIFIC REQUIREMENTS

- 1. Proposals should be thorough and detailed so that the Evaluation Committee may evaluate the offeror's capabilities to provide the required services. The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation.
- 2. The City reserves the right to accept or reject all or any part of proposals, waive minor technicalities/informalities and award the contract to the most qualified and best suited offeror to best serve the interest of the City
- 3. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities.
 - a. Each copy of the proposal should be bound with all documentation in a single volume. Failure to do so may result in a lowered evaluation.
 - b. The City encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
 - c. Offerors are required to submit the following as a complete proposal and should organize their proposal in the following format:
 - (1) **Table of Contents** - All pages are to be numbered and indicate the offeror's name.
 - (2) **RFP Cover Page**, signed and completed as required. The Offer's signature on the RFP cover page certifies that:
 - (a) the Proposal, as submitted, complies with all provisions, requirements terms and conditions and instruction as set forth in this RFP unless otherwise detailed in the "Exceptions" section of the proposal.
 - (c) in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C.

Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

- (d) the firm submitting the proposal is registered to do business in the Commonwealth of Virginia.

(3) Title Sheet/Company Overview

- (a) Include legal name of firm submitting proposal; main office address, when and where incorporated along with name, telephone number and email address of person to contact regarding proposal questions if different from that on RFP Cover page; office location which will have the responsibility for services provided if difference from main office address. Also identify a primary point of contact/project manager who will work with the City during the term of any contract and person responsible for the services overall if different from the project manager.
- (b) Offerors shall specify in the introductory cover sheet the any section(s) containing trade secrets or proprietary information. See Paragraph A.3. above.

(4) Project Methodology

Provide a description of services/tasks proposed as to satisfy the requirements described in this solicitation. This section should include:

- (a) Statement of Goals of Project;
- (b) Description of technical approach to the Project;
- (c) Description of methodology or alternatives proposed to evaluate the strength of support for environmental policies through the rate, and equity to the users;
- (d) Description of methodology or alternatives proposed for evaluating alternative rate structures, user charges, and capital improvement fees;
- (e) Consultants understanding of Virginia legal constraints and requirements as it relates to water and wastewater utilities;
- (f) Consultants understanding of current and pending Federal and State regulations as they relate to water and wastewater utilities.
- (g) Offeror should include an awareness of any difficulties in completion of this undertaking and a plan for surmounting them

(5) Project Schedule/Timeline

- (a) Provide a time line and schedule for completion of this project, highlighting critical points in the process. This section should include a general description of the tasks that the offeror will complete relating to the deliverables, and an estimate of timelines and the assigned personnel associated with those tasks. The City's engagement target for completion of the project is six months
- (b) If an adjustment to the schedule would result in cost savings, then propose a more cost effective alternative schedule. Information to include:
- A description of services/tasks to be provided in addition to those required on the Scope of Services.
 - Offeror's understanding of the project and how the Offeror proposes to complete the design.
 - A time schedule from notice to proceed to completed design.
 - Special qualifications particular to each project.

- Services other than those stated in the Scope of Services that the Offeror thinks are necessary to successfully complete the project.
- Statement of Goals of Project;
- Description of technical approach to the Project;
- Description of methodology or alternatives proposed to evaluate the strength, support for environmental policies through the rate, and equity to the users;
- Description of methodology or alternatives proposed for evaluating alternative rate structures, user charges, and capital improvement fees;
- Consultants understanding of Virginia legal constraints and requirements as it relates to water and wastewater utilities;
- Consultants understanding of current and pending Federal and State regulations as they relate to water and wastewater utilities;

(6) *Experience of the Offeror and Project Team*

Include a brief statement of the Offeror's experience in providing the services stated in the Scope of Services. This statement should include specifics as to experience with utilities financial services and rate studies. If sub-consultants and special consultants will be used, they should be identified and their qualifications included in the proposal. Include experience of key individuals assigned to this project, emphasizing their experience in working with similar projects and local governments. List key professional staff to be assigned work under the contract and describe their experience as project team members. Show only experience directly related to their assigned duties under the proposed project. List team members' names and titles in the listed project, project title, brief project description, year completed and name, address, and phone number of the client. Include resumes of key personnel and sub-consultants.

- a. Include a list of projects that contained work similar or related to that called for in this solicitation. Include the following information:
- b. project name, brief project description and location of the office responsible for the project.
- c. name of team members who worked on this project with their job title and brief description of their responsibilities in the listed project.
- d. budgeted cost.
- e. completed cost.
- f. scheduled completion date.
- g. actual completion date.

(7) *References*

Provide a list of at least three (3) clients, other than the City, for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the City may contact.

(8) *Financial & Business Summary*

A current Dunn and Bradstreet "Business Information Report" or other equivalent independent study which includes an in-depth analysis of the offeror's financial position, business overview, products and services, history, executives, etc.

(9) Exceptions

The offeror shall identify (by Section Number) any specific sections or issues and elaborate on any exceptions and proposed resolution(s) to any and all technical, functional, or other issues and/or terms and conditions (including Special & General Terms & Conditions) herein in a subsection labeled "Exceptions".

VII. PROPOSAL SUBMISSION REQUIREMENTS

- A. In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the City's Purchasing Office as detailed below. In addition, one (1) virus free soft copy (PDF format) of the proposal should be included in the package. No other distribution of proposals shall be made by the offeror.
- B. Proposals shall be placed in a sealed, opaque envelope, and clearly marked in the lower left-hand corner with the RFP number (RFP# 0105-10-FRS) and RFP title (Financial Rate Study), and the date/time proposals are scheduled to be received. The proposal envelope should also note the offeror's name and mailing address. Proposals are to be submitted by mail, courier or delivered in person ONLY to:
 Attn: Purchasing Manager
 City Of Falls Church
 300 Park Avenue, Rm 300 E, 3rd Floor, East Wing
 Falls Church, Virginia 22046
 (703) 248-5007
- C. The City Purchasing Office is open for the receipt of proposal from 8:30 AM until 4:30 PM, Monday through Friday (excluding City holidays). The City is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- D. Any proposal received after 11:00 a.m., on February 11, 2010 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time the proposal is signed in at the Purchasing Office. Offerors are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.
- E. If the City declares administrative or liberal leave, scheduled receipt of proposals will be extended to the next business day after which administrative or liberal leave has been canceled.
- F. Oral proposals or proposals delivered by electronic means such as facsimile and e-mail are not allowed and proposals so delivered will not be considered.
- G. All questions regarding this solicitation must be in writing and received by no later than five (5) business days prior to the RFP closing date. No inquiries, if received by the Purchasing Manager within five (5) days of the date set for the opening of proposals, will be given any consideration. Any material interpretation of a requirement or specification, as determined by the Purchasing Manager, will be expressed in the form of an addendum which will be posted on the City's website (www.fallschurchva.gov) no later than three (3) days before the date set for receipt of proposals. If utilized for the initial RFP release, addenda will also be published through eVA (the Commonwealth of Virginia's e-procurement portal for registered suppliers). Oral answers will not be authoritative.
- H. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the offeror. Carelessness in quoting business terms (i.e. prices), or in preparation of the proposal will not relieve the offeror. When an error is made in extending total prices, the unit price will govern. Offerors are cautioned to recheck their proposals for possible error. Errors discovered after negotiation cannot be corrected, and the offeror will be required to perform if its proposal is accepted.
- I. By submitting a proposal in response to this Request for Proposal, the offeror represents it has read and understands the Scope of Work, Standard and Specific Provisions, General

Terms and Conditions/Instructions any other attachments hereto and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.

- J. The failure or omission of any offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, if applicable, shall in no way relieve any offeror from any obligations with respect to its proposal or to the contract.
- K. The offeror agrees that proposals will remain firm for a period of one hundred and twenty (120) calendar days after the date specified for receipt of the RFP.
- L. The City has the indisputable right to cancel or stop the RFP and/or accept or reject any proposal, or part of any proposal.
- M. Conditional proposals are subject to rejection in whole or in part.
- N. Under no circumstances shall an offeror, whose proposal has not been awarded, be entitled to any claim for compensation under this solicitation.

VIII. PROPOSAL EVALUATION

- A. Proposals shall be evaluated by the City's Selection & Evaluation Committee ("Committee"). Proposals determined not to meet one or more RFP requirements may be excluded from further consideration.
- B. The following factors will be considered by the Committee in the selection of a consultant
 - 1. **Credentials of Firm/Project Team** - Qualification of the firm with appropriately qualified, licensed and experienced personnel and any subconsultants necessary to perform the work. Proposed project resources. Strength of the resumes of the project manager/point of contact and other staff, partners, subcontractors proposed to do the work.
 - 2. **Experience with Similar Projects** - Documented experience in performing similar professional services. Includes previous experience in providing these services focusing primarily on previous experience in developing cost of service based rates for publicly owned utility providers. Favorable references from other commercial and/or governmental entities.
 - 3. **Project Methodology/Approach** – Quality, specificity, depth of response and a clearly demonstrated understanding of the services to be provided and work to be performed including but not limited to proposed methodology, completeness and reasonableness of the offeror's plan for accomplishing the Scope of Services. Approach, completeness and reasonableness of the offeror's plan, timeline, and milestones for accomplishing the tasks. Availability of support services and ability to meet proposed target/schedules.
 - 4. **Proposal Compliance/Presentation** - The extent to which the proposal meets the requirements of the RFP and the extent to which the offeror is likely to be able to achieve the desired results. Proposals should be complete and clearly provide all key information. Proposed exceptions to contract language, Conditions and Instructions to Offerors, and scope of work requirements and other sections of the RFP will also be considered.
 - 5. **Reasonableness/Competitiveness Of Non-Binding Costs** – Although Consulting fees **ARE NOT** to be submitted with the initial proposal response, such proposed non-binding fees may be considered for those firms involved in the discussion phase of the selection process.

C. Evaluation of Proposals shall be a two step process based on the criteria listed above and other data developed during the selection process.

1. The first step (Evaluation) consists of evaluating the responses of all offerors to create a short list of those deemed responsible and most qualified to perform the work.

The following criteria, all of relatively equivalent importance, will be used in addition to the review of professional competence of each offeror for evaluation of the offerors for the short list:

- Credentials of Firm/Project team
- Experience
- Project Methodology/Approach
- Timelines
- Proposal Compliance

Except as otherwise provided, two or more of the offerors deemed the most fully qualified, responsible and suitable based on their Proposals will be included in the short list.

The first step evaluation results are used solely to identify those firms who will proceed to the second step.

2. The second step (Selection) is the selection of the finalist(s) from the short listed offerors.

The second step will be based on an evaluation of either the short listed offerors' interviews and oral presentations, or the content and quality of responses to the City's request for additional information, or a combination of these factors. The evaluation results received by the finalists in the step one evaluation will not be used in step two except as a tie breaker.

- D. Short listed Offerors may be required to give an oral presentation of their proposal to the City. This will provide an opportunity for the offeror to clarify or elaborate on the proposal. Oral presentations are an option and may not be conducted. Therefore, proposals should be comprehensive and complete.
- E. The City is using the Competitive Negotiation Method (Professional Services) for source selection, per the Virginia Public Procurement Act, for this procurement.

IX. BASIS OF AWARD

- A. The Committee shall, except as otherwise provided herein, engage in individual discussions with two (2) or more of the short listed firms deemed fully qualified, responsible and suitable by the Committee on the basis of initial responses and other information/data as may be developed or gathered during the evaluation process. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise qualifications pertinent to the proposed project, as well as alternate concepts.
- B. Short Listed offerors may be required to give an oral presentation of their proposal to the City. This will provide an opportunity for the offeror to clarify or elaborate on the proposal. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise qualifications pertinent to the proposed project, as well as alternate concepts. Oral presentations are an option and may not be conducted.
- C. Proprietary information from competing offerors shall not be disclosed to the public or to the competitors.
- D. At the Selection stage, the public body may request and discuss non-binding estimates of total project costs including but not limited to non-binding man-hours or costs for services.

1. **Consulting fees ARE NOT** to be submitted with the proposal response, but for those firms involved in the second phase of the selection process, the City may request non-binding estimates of consulting fees and hourly rates and use such estimates in the ranking of firms.
 2. Consultants should note that when identifying contract fees and hourly rates, the City expects the following will apply and be included in any resultant contract:
 - The City does not allow mark-ups on reimbursable expenses, including fees charge by sub-consultant(s).
 - Job classifications and fixed hourly rates are to be those of based on the contract fees and hourly rates. Listing of fees for extra services desired but “ranges” will not be accepted.
 - Known sub-consultant’s fees and hourly rates are to be included.
 3. The City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s).
- E. At the conclusion of the informal interviews, on the basis of evaluation factors outlined in this Request for Proposals and all information developed in the selection process to this point, the Evaluation Committee, shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Alternately, the City may elect to cancel this solicitation and make no award.
 - F. Should the Committee determine in writing that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
 - G. The City is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous.
 - H. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the offeror’s proposal as negotiated.
 - I. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the City, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be initially submitted with the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the City. Should proposals require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.
 - J. Public announcement of an award or intent to award will be posted on the City’s Purchasing and Procurement Web Page (www.fallschurchva.gov; “Purchasing and Procurement” link).

X. STANDARD PROVISIONS

Precedence of Terms: In the event that there is a conflict between any specific terms and conditions in this section, specific terms of the General Conditions and Instructions to Offers, or specific terms of the Scope of Work, the Scope of Work provisions shall take precedence, followed by the Standard Provisions of this section.

1. Debarment /Excluded Status

By submitting a proposal, the offeror(s) (including any partner, associate, or subcontractor associated with the provision of services under this solicitation) certify that they are not (1) currently debarred from conducting business or submitting proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred from conducting business or submitting proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. For procurements that are to be funded by Federal monies, the City will confirm a vendor's status via the Excluded Parties List of the Federal Government.

2. Choice Of Law

Any contract resulting from this solicitation is made, entered into, and shall be performed in the City of Falls Church, Virginia, unless otherwise specified, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract, its interpretations, or its performance shall be litigated only in either the General District Court or in the Circuit Court of the County of Arlington, Virginia.

3. Compliance With Laws

The Contractor shall comply at its own expense with all federal, state, and local laws, rules, regulations, and orders that are directly or indirectly related to the Contractor's performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and inspections. The Contractor shall comply with the Code of Virginia and Section 2.2-4300, the Virginia Procurement Act. The Code of Virginia and the Virginia Public Procurement Act are incorporated herein by reference.

4. License Requirement

All firms doing business in the City of Falls Church must be licensed in accordance with the City's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Wholesale and retail merchants without a business location in the City are exempt from this requirement. Questions regarding the BPOL license and tax should be referred to the Office of the Commissioner of the Revenue, 300 Park Avenue, Suite #104E, Falls Church, Virginia 22046-3301. Phone: (703) 248-5019; Fax: (703) 248-5212

5. Insurance

- a. The Contractor is responsible for its work and for all materials, tools equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in any way whatsoever with the contracted work.
- b. The Contractor shall, during the continuance of all work under the contract provide the insurance as detailed below:
 - 1) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 2) Maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the City, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located,

resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

- 3) Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
 - 4) Maintain Professional Liability Insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff where appropriate.
 - 5) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy
- c. The coverage shall be provided by a carrier(s) companies admitted within the Commonwealth of Virginia, with the A.M. Best's Key Rating of at least A:VI.
 - d. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty five (45) day advance written notice to the City. The Contractor shall furnish a new certificate prior to any change or cancellation dated. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - e. During the period of the contract, the City reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
 - f. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein before any work is started.
 - g. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relive the Contractor and all subcontractors of their liabilities provisions of the contract.
 - h. The City, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that his coverage "is primary to all other coverage the City may possess."
 - i. If an "ACCORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "..... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

6. Invoicing And Payment

Upon satisfactory delivery of the products and/or completion of the services, all invoices to the City shall reference the applicable Purchase Order number and be submitted to:

City of Falls Church
Attn: Finance
300 Park Ave., 3rd Floor East
Falls Church, Virginia 22046

The prices and payments shall be full compensation for the products, services, labor, tools, equipment, transportation and all other incidentals necessary to deliver the products and/or complete the services ordered.

Payment will be made once each month based upon actual services rendered. All such invoices will be paid net thirty (30) days after receipt of an undisputed invoice unless (i) more favorable terms are stated on Contractor's invoice and the City elects to pay on such terms, or (ii) any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Payment terms shall appear on vendor's invoice. Any discount period shall be computed from the date of proper receipt of the Contractor's correct invoice. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act (1% per month)

Payment by the City of such invoices does not mean or imply that the goods or services have been accepted and does not impair or limit in any way the City's full rights and remedies which shall be and remain as set forth hereof.

The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

Conflicting pre-printed provisions on the reverse or front of the Contractor's form(s) shall be deemed deleted.

7. Warranties

Contractor warrants to the City that services provided hereunder shall be diligently, efficiently and skillfully performed in a manner which meets or exceeds the highest prevailing standards in the industry, and in accordance with applicable specifications.

All warranties shall survive inspection, acceptance and payment.

8. Default

In case of failure to deliver products, to meet specifications, in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

9. Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty days (30) written notice; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall pay the Contractor a reasonable, equitable adjustment in the contract price for completed performance, but no amount shall be allowed for anticipated profit on unperformed services.

b. Termination for Cause

The City may terminate the contract for cause, default, or negligence on the part of the Contractor at any time. Termination by the City for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision (a) hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event any Termination for Cause is found to be improper or invalid by any court of

competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

Applicable multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Falls Church City Council. If necessary funds are not appropriated or otherwise made available to support continuation of the performance of the contract in a subsequent fiscal year, then the contract shall be canceled on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first, and the Contractor shall be reimbursed for the reasonable value of any documented nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this agreement. No amount shall be allowed for anticipated profit on unperformed services.

10. Delays

If delay is foreseen, Contractor shall give thirty (30) days prior written notice to the designate City Project Manager. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Except as otherwise provided in the contract, default in promised delivery or failure to meet specifications, authorizes the City to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

11. Obligation Of Offeror

By submitting a proposal, the Contractor covenants and agrees that he has satisfied itself, from its own investigation of the conditions to be met, that Contractor fully understands offeror's obligation and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

12. Correspondence

All communications between the parties relating to material contractual issues shall be through the Purchasing Manager and must be in writing to be deemed binding.

13. Purchase Orders

Contractor shall not start work prior to the receipt of a purchase order unless the transaction is \$1,000 or less. A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or the Code of the Commonwealth of Virginia and assures distribution of the necessary receiving reports.

Any purchase order issued by the City which references this solicitation or resultant contract, shall be deemed to be placed under and incorporate the terms and conditions of this solicitation or resultant contract as well as any supplemental terms and conditions agreed to by the parties in writing. However, the City's failure to specifically incorporate, identify, or reference the contract on any purchase order shall in no manner affect the applicability of these terms and conditions.

14. Data Sources

The City will provide the Contractor with all necessary and available data possessed by the City that relates to the contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing, or evaluating City data.

15. Additions/Deletions:

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. The

City and the Contractor will mutually agree to prices for items/services to be added to the contract and/or reduction in overall costs for items/services deleted. Contract amendments will be issued for all additions or deletions.

16. Changes

The City may, at any time, by written order, require changes in the products to be provided or services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for performance of any services or provision of products under the contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The City must approve all work that is beyond the scope of this solicitation. Actual projects/tasks will be ordered in writing by the City, unless for an emergency situation, the Contractor may not begin work on projects until such time as a written authorization and approval of the funding for the project is made.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the City.

17. Dispute Resolution

Arbitration shall not be applicable but the parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Disputes by Contractor with respect to the contract which are not otherwise disposed of by mutual agreement shall be submitted in writing and forwarded to the City Purchasing Manager. The Contractor's dispute shall detail all pertinent facts of the dispute and the desired outcome.

Such dispute shall be considered and decided in the first instance by the City's Purchasing Manager, whose decision shall be reduced to writing and forwarded to the Contractor within twenty (20) days of receipt of such written dispute. The decision of the Purchasing Manager shall be final and binding unless within twenty (20) days from the date of such decision, the Contractor forwards a written appeal addressed to the City Manager with copy to the Purchasing Manager. Within twenty (20) days of receipt of such written appeal, the City Manager shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

The decision of the City Manager shall be final and binding unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. Pending a final determination of a properly appealed decision of the Purchasing Manager, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

18. Non-Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the contract, shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

The City's failure at any time to enforce any of the provisions of the contract or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this agreement. The exercise by the City of any rights, remedies or options provided hereunder or at law or equity shall not preclude

or prejudice the exercising thereafter of the same or any other rights, remedies, or options.

19. News Release/Publicity By Contractors

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases or other publicity concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the City. All proposed news releases will be routed to the Purchasing Manager for review and consideration of approval.

20. Relationship Of Parties

In providing any goods or services under any resulting contract, the Contractor is acting solely as an independent contractor and not as an agent of any other party. Persons furnished by the respective parties shall not be considered employees of the other party for any purpose. Nothing contained in the solicitation or any resultant contract is intended to give rise to a partnership or joint venture between the parties.

21. Provisions Required By Law Deemed Inserted

Each and every provision of laws and clauses required by law to be inserted in a contract resulting from this solicitation shall be deemed to be inserted and incorporated by reference. The contract shall be read and enforced as though the required provisions are included and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party, the contract may be amended to make such Insertion.

XI. GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City, unless otherwise specified. Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk and relief cannot be secured on the plea of error.
 - B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, proposals on all solicitations issued by the City will bind offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.
 - C. If there is a conflict between the terms and conditions in this "General Conditions and Instructions to Offeror" and the Standard Provisions and/or conditions in other attachments to this solicitation, the latter shall take precedence.
1. **DEFINITIONS:** The terms defined in this section shall have the meanings set forth below whenever they appear regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:
 - a. **OFFEROR:** Any individual, company, firm, corporation, partnership or other organization providing a proposal in response to a solicitation issued by the Purchasing Manager and offering to enter into contract with the City.
 - b. **CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the City.
 - c. **CITY:** City of Falls Church.
 - d. **DAY:** Unless otherwise specified "day" or "days" shall mean calendar days
 - e. **GOODS:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

- f. **INFORMALITY:** A minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- g. **PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a).
- h. **PROPOSAL:** The offer of a supplier to provide goods and/or services in accordance with general specifications or requirements in a Request for Proposal solicitation (RFP). A Proposal is subject to scope and price negotiation.
- i. **PURCHASING MANAGER:** The Purchasing Manager employed by the City of Falls Church, Virginia.
- j. **REQUEST FOR PROPOSAL (RFP):** A request which is made to prospective suppliers (Offeror) for a Proposal. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
- k. **RESPONSIBLE OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required.
- l. **SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- m. **SOLICITATION:** Depending upon the context – (1) an RFP or IFB or (2) the process of notifying prospective bidders/offerors that the City wishes to receive bids/proposal on a set of requirements to provide goods or services.
- n. **STATE:** Commonwealth of Virginia.

CONDITIONS OF SOLICITATION RESPONSE

- 2. **ACCEPTANCE OF PROPOSALS - BINDING 90 DAYS -** Unless otherwise specified, all proposals submitted shall be binding for ninety (90) calendar days following solicitation opening date, unless extended by mutual consent of all parties.
- 3. **PROPOSAL OPENING –** The City is not obligated to open proposals in public. If the City elects to do so, only the names of the Offerors submitting proposals will be read aloud. All proposals received in response to a Request for Proposal (RFP) made available for inspection as provided in paragraph in this section entitled “Virginia Freedom of Information Act”.
- 4. **LATE PROPOSALS:** LATE proposals will be returned to offeror UNOPENED if the RFP number and return address is shown on the envelope.
- 5. **TAX EXEMPTION:** The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Certificated furnished upon request. The price proposed must be net, exclusive of taxes.
- 6. **PROHIBITION AGAINST UNIFORM PRICING -** The City shall encourages open and competitive solicitation by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a solicitation response each offeror shall, by virtue of submitting a proposal, guarantee that he or she has not been a party with other offerors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the proposals of participating offerors. .

AWARD

7. AWARD OR REJECTION OF OFFERS:

- a. Awards resulting from an RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP.
- b. In determining the responsibility of an offeror, a number of factors, including but not limited to the following factors will be considered. The offeror should:
 - 1) be a regular dealer, supplier, or contractor, or when required in the solicitation an authorized dealer, of the goods or services offered;
 - 2) have the ability to comply with the required delivery or performance schedule, taking into consideration other business commitments;
 - 3) have a satisfactory record of performance;
 - 4) have a satisfactory record of integrity; and,
 - 5) have the necessary facilities, organization, experience, technical skills, and financial resources to fulfill the terms of the purchase order or Contract.
- c. The City reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all offers and to waive any informality in offers received whenever such rejection or waiver is in the best interest of the City. Award may be made to as many offerors as deemed necessary to fulfill the anticipated requirements of City.
- d. All awards for good and services over \$100,000 and professional services over \$60,000 are contingent upon City Council approval.
- e. The City has the indisputable right to accept or reject any proposal or part of any proposal, cancel and/or stop any solicitation.

8. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS - A written award notice (or Acceptance Agreement, contract, or Purchase order) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. City Solicitation Forms and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Offerors,
- c. Specific or Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

9. **PROMPT PAYMENT DISCOUNT** - In connection with any discount offered, time will be computed from the date of delivery of the services or supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the City, if the latter is later than the date of acceptance. In the event the offeror does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
10. **INSPECTION-ACCEPTANCE** - Inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
11. **CONTRACT ALTERATIONS** - No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City's authorized representative.
12. **ASSIGNMENT OF CONTRACT** - Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties (in whole or in part) to any other person, firm or corporation, without the previous written consent of the City. If the Contractor desires to assign

their right to payment of the contract, Contractor shall notify the Purchasing Manager immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

13. FUNDING-A contract shall be deemed binding only to the extent of appropriations available for the purchase of goods and services.

CONTRACT PROVISIONS

14. ANTI-TRUST: By entering into a contract, the offeror conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.
15. INDEMNIFICATION-Contractor shall indemnify, keep and hold harmless the City, its agents, officials, and employees against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the City in consequence of the granting of a contract or which may otherwise result therefrom including the use of any materials, goods or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the City or to failure of the City to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City as herein provided.
16. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request For Proposal, the signed proposal submitted by the Contractor, the Standard Provisions, Specifications, Specific Terms and Conditions, and the General Terms and Conditions Instructions to Offers, all of which shall be referred to collectively as the Contract Documents.

If the contractor has a standard contract form, this form shall be submitted with the proposal submittal for the City's review and consideration of its terms and conditions.

17. ANTI-DISCRIMINATION: By submitting their proposals all offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:
In every contract over \$10,000.00 the provisions in "a" and "b" below apply:
 - a. During the performance of this contract, the contractor agrees as follows:
 - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
18. ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the City.

By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

19. **CRIMINAL SANCTIONS:** The provisions referenced in Item 19 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
20. **FORCE MAJEURE:** Neither party shall be liable for any delay or failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, acts by the public enemy, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).
21. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City, the Contractor certifies that the Contractor does not, and shall not, during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
22. **USE OF INFORMATION:** Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "Information") which the City furnished, or shall furnish, to the Contractor under the contract or in contemplation of this agreement, or that Contractor comes in contact with on City premises or under City control shall remain City property. All copies of such information in written, graphic or other tangible form, and all information, ideas, discoveries, improvements, derived from or reflecting such information, shall be returned to City at its request, and in any event within thirty (30) days after the expiration or termination of the contract. Unless such information was previously known to Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by City or a third party without breach of any agreement, it shall be kept strictly confidential and shall be used only in performing services under this Agreement, and may not be used for other purposes except upon such terms as may be agreed upon between Contractor and City in writing. Unless approved in writing by the Purchasing Manager, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.
23. **RECORD RETENTION/AUDITS:** The Contractor shall maintain accurate records of all invoices, amounts billable to and payments made by the City, during the performance of the contract and for a period of three (3) years from the completion of this agreement. Such records shall include, but not be limited to: all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Contractor's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments, and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the Contractor's normal working hours. City personnel or designee may perform in-progress and post-audits of the Contractor's records.
24. **BANKRUPTCY:** If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to deliver the goods or services within the time specified, or if the Contractor otherwise defaults, then the City may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other

default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.

25. **SUBCONTRACTING:** If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us/>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us/>; local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor that subcontractor's status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

The Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.

26. **PAYMENTS TO SUBCONTRACTORS:** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Agreement, the Contractor shall either:
- Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this agreement; or,
 - Notify the City and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include this provision in each of its subcontracts requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

27. **TIME OF THE ESSENCE:** - Time is of the essence in respect to all provisions of the contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.
28. **KEY PERSONNEL** - Any personnel named in the offer details will remain responsible for performance of the described task(s) throughout the period of any contract resulting from the solicitation. No diversion or replacement may be made without advance written notice to the Purchasing Manager and submission of a resume of the proposed replacement for review and approval by the City.
29. **REPORTS** - The Contractor must submit status reports as requested appropriate to the tasks and projects that are developed under contract in a form, format and frequency satisfactory to the City.
30. **OWNERSHIP OF MATERIAL** - Ownership of all data, materials and documentation originated and prepared for the City pursuant to the solicitation shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

OFFEROR REMEDIES

31. **PROTEST OF AWARD OR DECISION TO AWARD:**
Any offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Manager, no later than ten (10) days after the award or the

announcement of the decision to award, whichever occurs first in pursuant to this RFP only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

GENERAL

32. **LEGAL ACTION:** No offeror, potential offeror, or subcontractor shall institute any legal action until all statutory requirements have been met.
33. **RIGHTS OF THE CITY:** The City reserves the right to accept or reject all or any part of proposals, waive minor technicalities/informalities and award the contract to the most qualified and best suited offeror to best serve the interest of the City.
34. **QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods, and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
35. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Manager before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
36. **GENERAL GUARANTY:** The Contractor agrees to:
 - a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City.
 - b. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City.
 - c. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.
37. **SERVICE CONTRACT GUARANTY:** The Contractor agrees to:
 - a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. Render all work and services in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
 - d. Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the offeror for any services not rendered in strict conformity with the contract.
 - e. Stipulate that the presence of a City inspector shall not lessen the obligation of the offeror for performance in accordance with the contract requirements, or be deemed a defense on the part of the offeror for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Manager.
38. **OFFICIALS NOT TO BENEFIT-**
 - a. Each offeror shall certify, upon signing a proposal, that to the best of his or her knowledge no City of Falls Church official or employee having official responsibility for the

procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the City Manager, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
 - c. In the event the offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the offeror shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Falls Church, VA 22046. Relevant Invitation/Request for Proposal Number should be referenced in the disclosure.
39. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.
40. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
41. VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the offeror or subcontractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Nothing contained in this section shall be construed to require the City, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the City.

42. INELIGIBILITY:

- a. Any person or firm suspended or debarred from participation in City procurement shall be notified in writing by the Purchasing Manager in accordance with the City Purchasing Policy incorporated herein by reference.

43. SMALL, WOMAN AND MINORITY-OWNED BUSINESS (SWaM):

- a. The City encourages Small, Woman and Minority-owned business to participate in business opportunities with the City.
- b. Where Federal grants or monies are involved it is the policy of City, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.
- c. Contact the Virginia Department of Minority Business Enterprise for more information regarding certification and certified businesses: <http://www.dmbe.virginia.gov/>

44. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

45. AMERICANS WITH DISABILITY ACT - The City is fully committed to letter and spirit of the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all City programs, activities and services. The City's government contractors, subcontractors, offerors, and/or suppliers are subject to this ADA policy. All individuals having any City contractual agreement must make the same commitment. The Contractor's acceptance of any contract with the City acknowledges your commitment and compliance with ADA.

Exhibit A Scope of Work, Background and Project Specifications

FINANCIAL CONSULTING SERVICES – WATER AND WASTEWATER RATE STUDY

1. GENERAL INFORMATION

- 1.1 The City of Falls Church (“City”) owns, operates, and maintains public water and wastewater systems in the City and a water system serving approximately 31 square miles of Fairfax County (collectively, the “System”). The Town of Vienna is the City’s only wholesale customer.
- 1.2 The City’s Department of Public Utilities (“DPU”) maintains and operates the System as a self-supporting enterprise fund, whereby the operations and capital expenditures are funded with revenues generated from user fees, one-time fees paid for capacity at the time of connection to the System, and miscellaneous fees. City general fund tax dollars are not used to finance the operating or capital expenses of the System. The DPU enterprise fund also reimburses the City’s general fund for direct services provided to support DPU, as well as a management fee that represents the City’s return on investment as authorized in the City Charter. The City Council establishes and revises water and wastewater rates and fees and adopts an annual operating budget and capital improvements budget.
- 1.3 DPU has developed a water system master plan which incorporates a long-range capital improvements program. In addition, the utility capital needs are also impacted by contractual commitments (Town of Vienna, Fairfax County, the Washington Aqueduct, and Arlington County), as well as compliance with significant current and future state and federal regulatory mandates.
- 1.4 DPU operates the System with City personnel and maintains the System with both City and consultant personnel. The Customer Service Department reads meters, prepares bills, and maintains customer accounts,. Meters are read and bills are produced quarterly for all accounts except for significant commercial or governmental users that are read and billed monthly.
- 1.5 The City’s water transmission and distribution system is comprised of approximately 497 miles of waterline ranging in size from 2 to 30 inches in diameter. Water supplies are provided by the Washington Aqueduct. The Aqueduct is a unit of the Army Corps of Engineers but governed by a three member Board consisting of one member from each of the three customers: the City of Falls Church, Arlington County and the District of Columbia Water and Sewer Authority.
- 1.6 The City’s wastewater collection system is comprised of approximately 47 miles of sewer mains Treatment is provided by Arlington County and the Alexandria Sanitation Authority under regional agreements.
- 1.7 In addition to the costs related to Clean Water Act and Safe Drinking Water Act revisions, the water and wastewater systems are also faced with State and Federal program costs including, but not limited to, source water protection and nutrient reduction.

2. FINANCIAL AND CONTRACTUAL DETAILS:

- 2.1 As of June 30, 2009, the City provides water services to approximately 35,000 customers and wastewater services to approximately 4,500 customers.
- 2.2 The 2009-10 operating budget for the water utility is \$21.79 million, with \$3.65 million in capital improvement expenditures. The 2009-10 operating budget for the sewer utility is \$2.19 million, with \$1.1 million in capital improvement expenditures. The water service rate did not increase for FY10. Sewer service also had no rate increase in FY10. Capacity fee revenue remains designated for the funding of growth-related projects and debt service. A copy of the FY2009-10 Budget can be found on the City’s website at <http://www.fallschurchva.gov>.

- 2.3 The 2010-14 Five Year Capital Improvement Program totals \$46.49 million. Water improvements total \$38.3 million. Planned wastewater improvements total \$8.2 million. A copy of the Five-Year Capital Improvement Plan can be found on the City's website at <http://www.fallschurchva.gov>, including detailed descriptions for each project.
- 2.4 The City purchases treated water from the Washington Aqueduct. The payments for providing water to the City include capital costs (a pro rata share of capital costs for facilities that provide transmission and water treatment), and operating expenses (all expenditures needed for the operation and maintenance of the Aqueduct that are not capital costs). Payments are in proportion to the City's percentage of total water production.
- 2.5 The City purchases wastewater treatment services from Arlington County. In the agreement, Arlington agrees to accept up to 0.8 MGD of wastewater. The water and wastewater fees are a two-part rate structure consisting of a capital charge and commodity charge, which are based upon the City's percentage share of the facility's capacity. The City also purchases wastewater treatment services from Fairfax County. In the agreement, Fairfax agrees to accept up to 1.0 MGD in wastewater, which is conveyed through their collection system to the Alexandria Sanitation Authority's treatment plant. The water and wastewater fees are a two-part rate structure consisting of a capital charge and commodity charge, which are based upon the City's percentage share of the treatment facility's capacity.
- 2.6 As of the most recent audited financial statements dated June 30, 2009, the Water Fund had \$17.3 million in cash and investments, \$6.7 million in Unrestricted Net Assets and \$12.1 million in outstanding debt. The Sewer Fund had \$5.9 million in cash, \$575,000 million in Unrestricted Net Assets and \$4.87 million in outstanding debt. The City issues general obligation debt to fund water and sewer projects.

3. CITY RATES, FEES AND CHARGES

- 3.1 The City's water and wastewater user rate structures are adopted by ordinance on a fiscal year basis by the City Council. Rates are reviewed in conjunction with the budget process and are adopted before the end of the fiscal year for implementation in the new fiscal year, which begins July 1st. The City's principal considerations in adjusting rates and fees are to maintain the system's operations as a self-supporting enterprise, assure adequate customer service levels, prepare for future capital and capacity needs, and provide adequate funding for potential emergencies.
- 3.2 The principal sources of funds to pay operation and maintenance expenses are user fees for both water and wastewater. The user fee, based upon metered water consumption, consists of a monthly or quarterly base (i.e.: fixed) charge, plus a commodity or usage charge per one thousand gallons for water and/or wastewater use.

The City charges capacity fees, also known as availability fees, for new connections to the water or sewer systems. Availability fees are generally based upon the water meter size necessary to serve the customer, except for multifamily units, which are based on a charge per dwelling unit. In setting its commodity charge and availability fee structure, the City's general practice has been to cover projected operating costs with commodity charges and to cover projected capital improvement costs with availability fees.

The rate structure also includes irrigation and swimming pool credits for residential wastewater charges. There is a peak use charge component added on to bills during the months of May-September based on average usage during the winter quarter plus an allowance for additional usage. The winter billing period includes the December through March usage, depending on the billing cycle.

- 3.2.1 In addition to user and capacity fees, the Study will include review and consideration of other rates and fees including but not limited to:

- Fire flow/pressure test fees;
- Hydrant permit fees;

- Plan review and construction inspection fees;
- Wholesale water rates;
- Grease interceptor inspection and re-inspection fees;
- Backflow prevention and cross connection control fees;
- Others, which may be identified upon discussions with Consultant;
- Alternative methodologies for computing peak charges. The City will provide the consultant with the methodologies supported by the City's MUNIS billing software.;

4. SCOPE OF SERVICES

4.1 The Consultant will complete a comprehensive analysis of the water and wastewater revenue requirement and cost of service model incorporating the effect of the Water System Master Plan, Water and Sewer System Capital Improvement Plans and City financing policy. The consultant will propose enhancements, as well as rate and fee schedule adjustments. Based upon a representative test year or years within the study period, the analysis shall include the allocation of revenue requirements and total costs of service to be met from water and wastewater rates and fees, among customer classes in accordance with generally accepted and legally defensible methodology. The Consultant will propose rate designs or identify required adjustments to the existing water and wastewater rate and fee schedules to equitably recover costs, while considering equity among users. The study will review and evaluate basic policies related to repair and maintenance reserve levels and capital funding levels. In addition, the consultant will provide technical assistance to the City for financial and rate related issues as needed.

4.1.1 The study should demonstrate and/or produce:

- 4.1.1.1 Compliance with City Council debt policies;
- 4.1.1.2 Equity among system users;
- 4.1.1.3 Proposed rates for five (5) years; including alternative methodologies for computing peak use charges;
- 4.1.1.4 Rate adequacy to support a self-sufficient fund, including debt service;
- 4.1.1.5 Adequate and best approaches for financing capital improvements;
- 4.1.1.6 Review of basis of capacity fee amount and forecasting technique;
- 4.1.1.7 Impact of rate adjustments to customers;
- 4.1.1.8 Recommendations or alternatives regarding other rates and fees identified;
- 4.1.1.9 Sensitivity analysis to illustrate impacts based upon adverse assumption changes;
- 4.1.1.10 Recognition of donated assets in cost of service;
- 4.1.1.11 Updated rate model for future analysis.

4.1.2 The City will provide data and/or access to the following most of which are in electronic format:

- 4.1.2.1 Historical customer billing records, including consumption data;
- 4.1.2.2 Historical financial data, budgets and capital improvement programs;
- 4.1.2.3 Projected financial data, budgets and capital improvement programs for a five year period;
- 4.1.2.4 Historical water system production amounts;
- 4.1.2.5 Historical wastewater flow amounts;
- 4.1.2.6 Projected future water and wastewater system demands;
- 4.1.2.7 Copies of pertinent water and wastewater contracts;
- 4.1.2.8 Detailed fixed asset records;

- 4.1.2.9 Current water and wastewater ordinances;
 - 4.1.2.10 Previous Cost of Service and Rate Study;
 - 4.1.2.11 City of Falls Church's Comprehensive Plan;
 - 4.1.2.12 Water System Master Plan.
- 4.1.3 The scope of services will include meetings with City staff, and may include the Falls Church Public Utilities Commission, City Council, business community and general public.
- 4.2 Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the City.
- 4.3 The City may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Purchasing Manager and a Contract Addendum and/or Purchase Change Order issued by the City to change the contract.